



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 March 31, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

March 31, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DOMINGUEZ GAP BARRIER PROJECT
AMENDMENT TO RIGHT-OF-ENTRY AGREEMENT HD-6414
CITY OF LONG BEACH
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to amend a right-of-entry agreement with the City of Long Beach to extend the term of the agreement and allow Los Angeles County Flood Control District to continue to access two groundwater observation wells that are part of the Dominguez Gap Barrier Project.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the proposed action is exempt from the California Environmental Quality Act, for the reasons stated in this letter and in the records of the action.
2. Approve and authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute an amendment to a right-of-entry agreement with the City of Long Beach to provide Los Angeles County Flood Control District continued access to two groundwater observation wells that are part of the Dominguez Gap Barrier Project. The amendment extends the term of the right-of-entry agreement to September 30, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend a right-of-entry agreement (Agreement) with the City of Long Beach to extend the term to September 30, 2020. Two observation wells were

constructed in 2001 on City of Long Beach property as part of a cooperative project between the Los Angeles County Flood Control District (District), the Water Replenishment District of Southern California, and the United States Geological Survey. On December 26, 2000, the District entered into the Agreement with the City of Long Beach to provide access to two observation wells.

Amending the Agreement to extend the term will provide the District with continued access to the observation wells to measure groundwater levels and collect water quality samples to evaluate the effectiveness of the Dominguez Gap Barrier Project (DGBP).

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Services Delivery (Goal 3). The recommended action will help achieve these goals by maximizing the effectiveness of County infrastructure and ensuring the County's residents receive quality infrastructure services.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund or the Flood Control District Fund.

There is no cost to amend the Agreement to extend the term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District owns and operates the DGBP, which injects freshwater into the underlying aquifers to develop a pressure ridge that prevents seawater from intruding into and degrading the underground source of potable water supply. The DGBP consists of an alignment of injection wells from the 110 freeway in the City of Los Angeles to the 710 freeway in the City of Long Beach. In addition, the DGBP includes a network of observation wells that allow the District to monitor groundwater levels and chloride concentrations to evaluate the operational effectiveness of the DGBP.

Amending the Agreement to extend the term will provide the District with continued access to the DGBP observation wells. An amendment consistent with the enclosed amendment (Exhibit A), previously approved as to form by County Counsel, will be used.

ENVIRONMENTAL DOCUMENTATION

Executing an amendment to extend the term of the Agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 and 15306 of the State CEQA Guidelines. These exemptions provide for operation and maintenance of existing facilities and data collection, which does not result in a serious disturbance to an environmental resource. The DGBP is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the DGBP records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The amendment to the Agreement will allow the District to continue to monitor groundwater levels and chloride concentrations in observation wells located in key geographical areas of the DGBP. As

a result, the DGBP operations and maintenance activities will be optimized to best protect the groundwater from seawater intrusion.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:CS:sh

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT

THIS FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT ("First Amendment") is made and entered into, in duplicate, as of the ____ day of _____, 2015, by and between the **CITY OF LONG BEACH**, a municipal corporation, acting by and through its Board of Harbor Commissioners ("City"), pursuant to Ordinance No. HD-_____ adopted by said Board at its meeting of _____, 2015 and the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** ("DISTRICT").

1. RECITALS. This First Amendment is entered into with reference to the following facts and objectives:

1.1 On December 26, 2000, City and the County of Los Angeles, a subdivision of the State of California, acting on behalf of the Los Angeles County Flood Control District, a body corporate and politic, entered into a Right of Entry Agreement (Harbor Department Doc. No. HD-6414) ("Agreement").

1.2 City and DISTRICT desire to clarify that City and DISTRICT are the proper parties to the Agreement.

1.3 City and DISTRICT further desire to extend the term of the Agreement and to modify the right of entry, indemnity, insurance and notice provisions.

2. Paragraph 2 of the Agreement is revised to read as follows:

"2. RIGHT OF ENTRY. The two Wells which are subject to this Agreement are located at the northwesterly corner of Pier C, and at the westerly portion of Pier F in the Joint Command and Control Center parking lot adjacent to the Jacobsen Pilot Service station, in the Harbor District of the City of Long Beach. Said areas are referred to herein as the "Pier C Site", the "Pier F Site" and collectively as the "Sites" and are shown on Exhibits A and A-1, respectively,

1 attached and incorporated herein by this reference. City hereby grants permission
2 to DISTRICT and its employees, agents, consultants and contractors to enter upon
3 the Sites for the purpose of groundwater sampling from the Wells. It is anticipated
4 that this periodic sampling activity will occur once per month or less at each
5 location.

6 2.1 DISTRICT acknowledges that the Pier C Site is within a
7 marine cargo terminal operated by SSA Terminals, LLC ("SSA") and that
8 cargo-handling operations are continuously conducted on such terminal.
9 Entry into the terminal and the monitoring activities shall be coordinated
10 with SSA (or future tenants of the Pier C Terminal) and conducted so as to
11 minimize interference with terminal operations. Further, DISTRICT shall
12 notify the General Manager of SSA at (562) 495-8657 or the Terminal
13 Manager of SSA at (562) 495-8654 at least one week prior to going on site
14 to monitor the well on the Pier C site.

15 2.2 DISTRICT acknowledges that the Pier F Site is located
16 in the parking lot of the Joint Command and Control Center. Entry into such
17 parking lot shall be coordinated with City's Director of Security or his
18 designee. Further, DISTRICT shall notify the Security Division at (562)
19 283-7831 at least one week prior to going on site to monitor the well on the
20 Pier F Site."

21
22 3. Paragraph 3 of the Agreement is revised to read as follows:

23
24 "3. **TERM.** The term of this Agreement shall be deemed to have
25 commenced October 1, 2000. If necessary in connection with future Port facilities
26 development, City may terminate this Agreement as to either or both of the Sites
27 at any time upon ninety (90) days' written notice to DISTRICT. If desired by
28 DISTRICT, this Agreement may be terminated at any time as to either or both sites

1 upon ninety (90) day's written notice to City. Otherwise, this Agreement shall
2 terminate September 30, 2020. DISTRICT's obligations of indemnity shall survive
3 termination, whether termination is by notice or by expiration of the term."

4
5 4. Paragraph 6 of the Agreement is hereby amended to read as follows:

6
7 "6. INDEMNITY. DISTRICT shall defend and indemnify the City
8 of Long Beach, its Board of Harbor Commissioners (individually and collectively),
9 SSA, any future tenant of the Pier C Terminal, and their respective officers and
10 employees (collectively, "Indemnified Parties") from and against any and all
11 actions, suits, proceedings, claims, demands, loss, liens, costs, attorneys' fees,
12 expense or liability, of any kind or nature whatsoever, (collectively, "Claims") for
13 injury to or death of persons or damage to property, including property owned by
14 or under the care and custody of City, SSA or any future tenant, which may be
15 brought, made, filed against, imposed upon or sustained by the Indemnified
16 Parties, or any of them, and arising from or attributable to or caused by the
17 negligent acts, errors or omissions, or the willful misconduct, of DISTRICT, its
18 officers, agents, employees, consultants, contractors or anyone else acting on
19 behalf of DISTRICT, in the performance of this Agreement or by reason of or
20 arising out of the state of repair and maintenance of the Wells.

21 6.1 With respect to any Claim, City shall notify DISTRICT
22 thereof, shall tender defense thereof, and shall assist as may reasonably be
23 requested in the defense thereof. Payment of a Claim by an Indemnified
24 Party shall not be a condition precedent to an Indemnified Party's right to
25 indemnification."

26 //

27 //

28 //

1 5. Paragraph 7 of the Agreement is hereby amended to read as follows:
2

3 "7. INSURANCE. As a condition precedent to the continued
4 effectiveness of this Agreement, and in partial performance of DISTRICT's
5 obligations under paragraph 6 above, DISTRICT, at its cost, shall procure and
6 maintain in full force and effect while this Agreement shall remain in effect, the
7 policies of insurance set forth in Exhibit B attached hereto and incorporated herein
8 by this reference."
9

10 6. Paragraph 8 of the Agreement is hereby amended to read as follows:
11

12 "8. NOTICES. Any notices to be given under this Agreement
13 shall be given in writing. Such notices may be served by personal delivery,
14 facsimile transmission or by first class regular mail, postage prepaid. Any such
15 notice, when served by mail, shall be effective two (2) calendar days after the date
16 of mailing of the same, and when served by facsimile transmission or personal
17 delivery shall be effective upon receipt. For the purposes hereof, the address of
18 City, and the proper person to receive any such notices on its behalf, is: Executive
19 Director, Long Beach Harbor Department, P.O. Box 570, Long Beach,
20 California 90801, FAX number (562) 283-7067; and the address of DISTRICT and
21 the proper person to receive any such notices on its behalf is: Assistant Deputy
22 Director – Water Resources Division, 900 South Fremont Avenue, Second Floor,
23 Alhambra, California 91803, FAX number (626) 979-5309."
24

25 //
26 //
27 //
28 //

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

7. Except as set forth in this First Amendment, the Agreement remains unchanged and in full force and effect.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

_____, 2015 By: _____
Chief Engineer

DISTRICT

The foregoing document is hereby approved as to form.

Mark J. Saladino, County Counsel

_____, 2015 By: ABhera for (Carole Suzuki)
Deputy

CITY OF LONG BEACH, a municipal
corporation, acting by and through its
Board of Harbor Commissioners

_____, 2015 By: _____
Jon W. Slangerup
Chief Executive
Long Beach Harbor Department

CITY

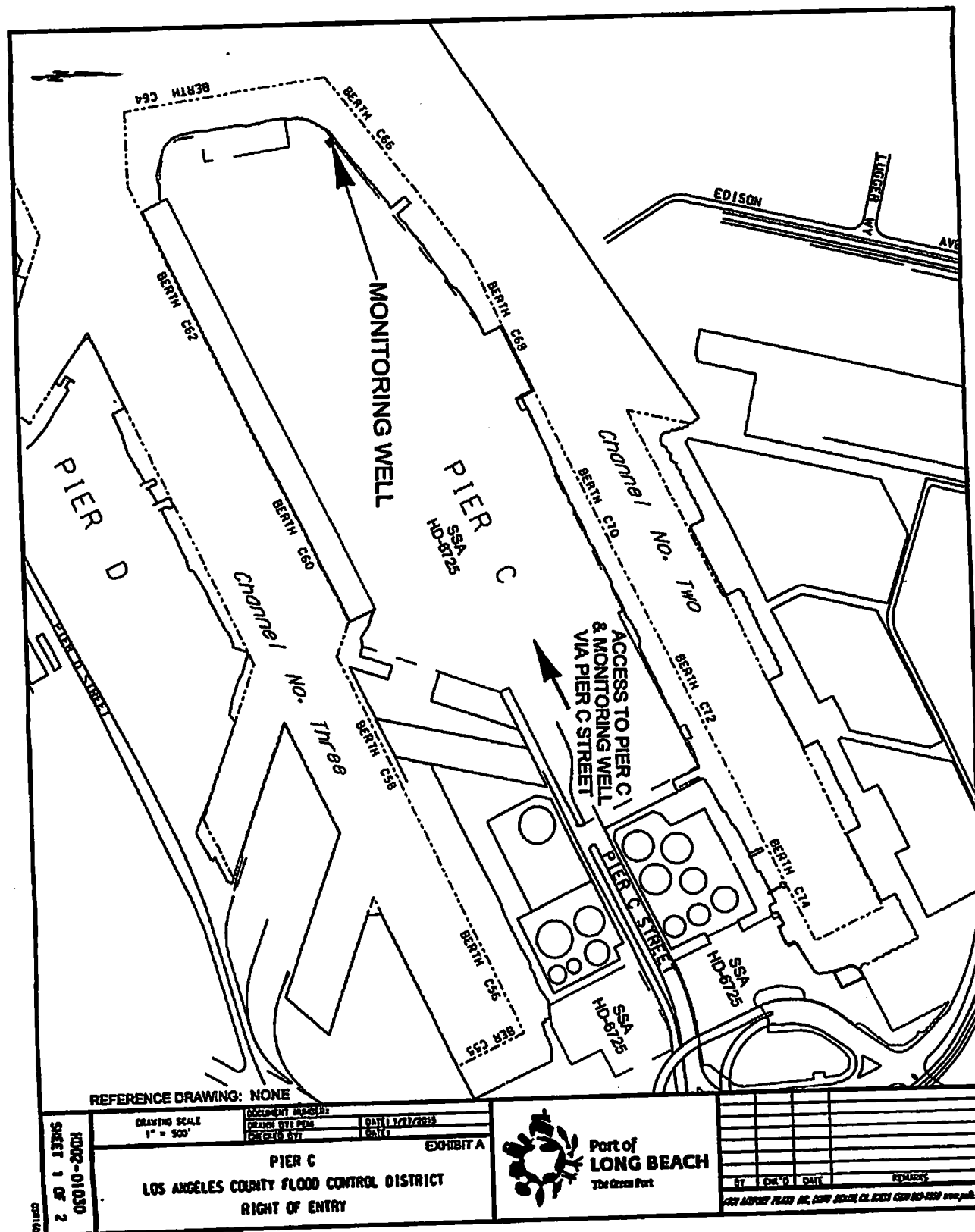
The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

_____, 2015 By: _____
Charles M. Gale, Senior Deputy

CMG:arh 01/27/15 #A14-01117
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EXHIBIT A



[illegible]

HD02-01030
SHEET 2 OF 2

REFERENCE DRAWING: NONE

DRAWING SCALE
1" = 200'

DOCUMENT NUMBER
ORIGIN ST: PGM
ENCLOSURE ST:

DATE: 1/21/2019
PAGE: 1

EXHIBIT A-1

PIER F

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
RIGHT OF ENTRY



Port of LONG BEACH

BY	CHK'D	DATE	REMARKS
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ANY OTHER PLACE OR LONGER PERIOD OF TIME THAN THE 15 DAY PERIOD

EXHIBIT B

PORT OF LONG BEACH

RIGHT-OF-ENTRY AGREEMENT: County of Los Angeles, Flood Control District

INSURANCE

The required insurance and the documents provided as evidence thereof shall be in the name of the District. If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below:

Commercial General Liability:

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than two million dollars (\$2,000,000) per occurrence for all coverage provided and four million dollars (\$4,000,000) general aggregate. The policy shall not limit coverage for the additional insured to "ongoing operations" or in any way exclude coverage for completed operations. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability, third party over action claims, or explosion, collapse or underground hazards. Defense costs shall be excess of limits. If the District utilizes contractors the policy must include work performed "by or on behalf" of the contractor. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of the District or contain any other exclusion contrary to the Agreement.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract with the Port and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20 10 (2004) and CG 20 37 (2004) or their equivalent. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the District, or 4) contain any other exclusion contrary to the Contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Chief Executive of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

EXHIBIT B

Business Automobile Insurance:

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). Limit shall be no less than one million dollars (\$1,000,000) combined single limit per accident. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. If the District does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the District, or 4) contain any other exclusion contrary to the Contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Chief Executive of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

Pollution Legal Liability Insurance:

Pollution Legal Liability insurance shall be provided on a Pollution Legal Liability policy form or other policy form acceptable to City providing coverage for liability caused by pollution conditions arising out of the operations of District. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) general aggregate. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using contractors the policy must include work performed "by or on behalf" of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Agreement with the Port and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

EXHIBIT B

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the District, or 4) contain any other exclusion contrary to the Contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Chief Executive of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

Workers' Compensation:

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its Board of Harbor Commissioners, employees and agents.

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Chief Executive of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Chief Executive of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

Deductible/Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the Chief Executive and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with City insurance guidelines.

Evidence of Insurance

The District, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver either endorsements on forms approved by the City of Long Beach acting by and through the Board of Harbor Commissioners ("Evidence of Insurance") or certified copies of the required policies containing the terms and conditions required by this contract to the Chief Executive for approval as to sufficiency and to the City Attorney for approval as to form.

EXHIBIT B

The Chief Executive may waive the foregoing requirements of insurance, in whole or in part, upon satisfactory evidence by County of a program of self-insurance which will provide equivalent protection to the Indemnified Parties.

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Chief Executive. If such coverage is cancelled or reduced, District shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Chief Executive evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

NOTE: Samples of approved City endorsement forms are included at the rear of this specification book for reference. Forms for execution will be provided with the Contract. Copies of approved endorsement forms can be obtained from the Port website in lieu of, or in addition to the forms provided herein or with the Contract at:

http://www.polb.com/economics/forms_permits/insurance.asp

Failure to Maintain Coverage

District agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the City.

Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

Contractual Liability

The coverage provided shall apply to the obligations assumed by the District under the indemnity provisions of this Contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limits this insurance provision.